



Private and Confidential

18 February 2022

Quek Sikai (Skye)
Blk 270 Toh Guan Road
#15-101
Singapore 600270

Dear Skye,

EMPLOYMENT AGREEMENT

On the basis of the truthfulness and correctness of the information provided by you to date we UCARS Pte. Ltd. ("**the Company**") are pleased to offer to employ you in the position from the commencement date upon the terms and conditions, all set out below ("**the Employment Agreement**"):

- 1. Position**

Marketplace Operations Manager of the Company or to any other position within any other entity to which the Company may deploy you at any time or from time to time at its sole discretion. In the event of such deployment, you shall comply with the instructions and rules given by such other entity. In the event of any inconsistency or contradiction between any of such instructions or rules, you shall immediately obtain the decision of the Company on how to resolve such inconsistency or contradiction.
- 2. the Commencement Date**

21 March 2022. For the purposes of the Employment Agreement, "**year**" means the period from the Commencement Date to the date immediately before the first anniversary of the Commencement Date or the period from an anniversary date to the date immediately before the next anniversary date.
- 3. Working Hours**

Your normal working hours are from 0900 hours to 1800 hours daily from Monday to Friday with an hour's lunch break, subject to exigencies of service when you will be expected to work beyond the normal working hours.
- 4. Base Salary**

Your base salary will be S\$5,000.00 per month accruing on a day to day basis and payable in arrears on the last day of each month. The Company may adjust your salary after taking into account your work performance and the performance of the Company and other relevant factors.
- 5. Annual Wage Supplement**

Subject to normal business conditions, the Company shall pay an Annual Wage Supplement equivalent to one (1) month's basic pay to the employee. Employee must remain in the employment of the Company as on the day of payment to be entitled for AWS.



Employees who have not completed twelve (12) months of continuous service at the time of the payment of the annual wage supplement shall be entitled to the annual wage supplement on a pro-rated basis.

- 6. Probation Period** You are placed on probation for 3 months from the Commencement Date or for such other period as the Company may decide subsequently.
- 7. Central Provident Fund contributions** The Company will contribute as your employer to your Central Provident Fund account where necessary and at the prevailing rate where applicable.
- 8. Medical benefits** The Company will reimburse you for outpatient medical expenses incurred by you for sums not exceeding S\$500.00 in aggregate per year. Such reimbursement will be made when you provide original documents acknowledging your payment of such expenses. The Company reserves the right to reject any claim for reimbursement which does not conform to the Company's guidelines from time to time.

Upon completion of your probation and a subsequent three months of service, you shall be entitled to up to 60 days of annual paid hospitalization leave and 14 days of annual paid sick leave. The number of days and the entitlement thereto shall be pro-rated according to your completed months of service, and the maximum number of combined paid hospitalization leave days and paid sick leave days shall be 60 days.

- 9. Annual Leave** In addition to gazetted public holidays in Singapore, you are entitled to 15 days leave in each year.

You are required to:

- (1) consume not less than 50% of your current annual leave entitlement by the end of the current year and
- (2) any unconsumed annual leave may not be carried over to the following year except with the prior approval of your direct superior and upon such approval, must be consumed by the next year.

Your Annual Leave will be automatically forfeited if you fail to consume it according to paragraphs (1) and/or (2) above.

- 10. Maternity leave and paternity leave**
 - 10.1 Married female employees who are not or no longer on probation and who have been employed by the Company for a continuous period of not less than 90 days preceding the date of confinement are entitled to maternity leave of 16 weeks for the birth of each of their children who is a Singapore citizen



at birth. Any leave taken during the first 7 months of pregnancy due to miscarriage or other pregnancy related illness will be considered medical leave.

10.2 The maternity leave may not commence earlier than 4 weeks before the expected date of delivery certified by a registered medical practitioner.

10.3 An application for maternity leave must be submitted at least 1 month before the date of commencement of leave together with supporting medical documents required by the Company.

10.4 Married male employees who are not or no longer on probation are entitled to paternity leave for all births of their children if they meet the requirements set by the Ministry of Manpower of Singapore from time to time.

11. Absence from work

11.1 If on any day you will not be reporting for work or expect that you will not be reporting for work on that day, you must report that fact to your immediate supervisor in advance or if that is not possible, as soon as possible.

11.2 If your absence from work is due to illness or injury, you must provide a registered medical practitioner's certificate to that effect covering the whole period of your absence.

11.3 Subject to Clause 11.2 above, you will be deemed to have breached the Employment Agreement if you are absent from work for more than 2 consecutive days without the prior approval of the Company. Notwithstanding the foregoing, the Company may at its discretion to reinstate your employment with the Company on such terms as it deems fit.

11.4 Your salary and other employment benefits during the period of your unauthorised absence from work shall not accrue to you during such period. In addition, you shall also be liable to pay the Company a sum equivalent to the amount of your basic salary in lieu of the notice period for termination required under the Employment Agreement.

12. Taxes

You are responsible for all taxes on all payments you receive from The Company.

13. Non-competition

You hereby acknowledge that you may or will be given access to confidential and proprietary information of the Company and accordingly, you undertake that you will not during your employment and for 18 months after the cessation of your employment due to any reason:

- (1) be directly or indirectly employed, engaged or appointed by any other person;
- (2) directly or indirectly invest or be involved in any other way in any business or activity

which is or may be directly or indirectly in competition or conflict with the Company or its affiliates, regardless of whether you receive any remuneration in cash or kind or which in the opinion of the Company, may or does create a conflict of interest or detract from your ability to meet the requirements of your employment.

14. Non-solicitation

You agree that you will not during your employment and for 18 months after cessation of your employment due to any reason, directly or indirectly whether through advertising, influence or by any other means whatsoever:

- (1) canvass, solicit, approach or entice away any other person who was an employee of the Company at any time during the period of 18 months prior to the cessation of your employment; or
- (2) canvass, solicit, approach or entice away the business or custom of any person who was a client of the Company or its affiliates or employ or engage any person who was an agent, contractor or other supplier to the Company at any time during the period of 18 months prior to the cessation of your employment.

15. Use of Company's Property

15.1 Your use of the Company's property including but not limited to emails, notes, memoranda, correspondence, records, documents in whatever nature or form and other tangible items made, used or held by you during your employment, computers and information technology systems (including email/database or such other systems and processes of the Company), intellectual property and other property owned or vested in the Company ("**the Company's Property**") shall be strictly for the business of the Company.

15.2 Without prejudice to the generality of Clause 15.1, you shall not, except with the approval of the Company, or permit or suffer any other person:

- (1) to use the Company's Property;
- (2) install, download, run any software or permit or suffer anyone to do the same, into the Company's Property other than those already provided by the Company;



- (3) make any modification or alteration of the Company's Property;
- (4) make any modification or alteration of the Company's Property;
- (5) upload from within the Company's Property, onto the Internet, any computer programs or files (whether photos, videos, posts, software, or any other electronic material);
- (6) use the Company's Property to surf, browse, or engage in any form of internet chat or messaging unless you are required to do so in the course of the Company's business;
- (7) carry out any business of the Company on any property not belonging to the Company;
- (8) circulate any material that is not required for the discharge of your duties as an employee, using the Company's Property (including the circulation of jokes, videos and purported mass warnings);
- (9) store private data or information in the Company's Property;
- (10) use the email address assigned by the Company to you, for registration into any database, for accessing into any website or database unless this is required in the discharge of Company business; or
- (11) permit or suffer any person who is not an employee of the Company (or its affiliate) to have access to the Company's Property (including any portable computers which you may have the use of).

15.3 The Company's Property are to remain the property of the Company and:

- (1) you shall not be take the Company's Property out of the Company's premises;
- (2) the Company retains all rights to, in, and over any content derived from or created by you relating to the Company; and



- (3) you shall not in any way make use of, reproduce, republish or exploit the Company's Property for your own personal gain or benefit without the express approval of the Company;

15.4 Any content, work and/or intellectual property created or developed by you for and/or in connection with the Company shall be deemed be work made at the direction and/or instruction of the Company and shall be the Company's sole and exclusive property. You shall not in any way retain (copies or extracts from) of the Company's Property except with the prior approval of the Company and in the event of suspension or cessation of your employment, you shall immediately return the Company's Property.

16. Confidentiality

16.1 You shall not divulge, share, reproduce or communicate to any person (other than those who are authorized by the Company to know) any of the business plans or trade secrets or other confidential information relating to the Company or to its affiliates or their respective regulators, clients, employees, agents or contractors, which you may have received or obtained during your employment.

16.2 Without prejudice to the generality of Clause 16.1 and except with the prior approval of the Company:

- (1) you shall not publish any letters or articles purporting to represent the views of the Company;
- (2) you shall not contact or communicate with any member of the press or media or to or with any user of the social media or to or with anyone connected to the same on behalf of the Company; and
- (3) you may not use any social media channels for your own direct or indirect interest, gain profit or other benefit.

16.3 These restrictions shall continue to apply after the cessation of your employment but shall not apply to information or knowledge which may lawfully come into the public domain otherwise than through your default or which you have received from a third party not entitled to disclose the material.

17. Expenses

All reasonable expenses incurred by you in the performance of your duties, as decided upon by the Company, will be reimbursed to you on the production of an expense claim form and all reasonable receipts.

18. Termination

18.1 Either party may terminate the Employment Agreement:

- (1) by giving to the other party not less than 2 weeks' notice during the probation period (if any); or
- (2) by giving to the other party not less than 1 month notice at any time after completion of the probation period (if any) or at any time in the absence of any probation period, as the case may be.

18.2 The party terminating the Employment Agreement shall have the option to pay to the other party a sum equivalent to the amount of basic salary which would have accrued to the employee during the period of such notice.

18.3 The Company reserves the right to terminate your employment without notice in the following circumstances:

- (1) if you commit any act of negligence or misconduct in the discharge of your duties;
- (2) if you are convicted of a criminal offence, under any legislation in force in Singapore; or
- (3) if your action or omission is in any other way prejudicial to the interests of the Company.

18.4 In any case, the Company reserves the right:

- (1) to apply or reject accrued annual leave to offset notice of termination; and/or
- (2) to require you to not attend to your duties during the entire or part of the period of the notice of termination.

19. Cessation of employment

19.1 Prior to the cessation of your employment, you shall inform the Company in writing of the whereabouts of all relevant information of whatsoever nature that are relevant to the discharge of your duties as an employee of the Company.

19.2 On or before the cessation of your employment (as the Company may choose), you shall:

- (1) deliver to the Company without demand all of the Company's Property including keys, credit cards, passes, mobile phone, equipment, material, notes, memoranda, notebooks, reports, files, documented source codes, records, documents, drawings, intellectual property and other papers, document (and all copies or reproductions of such materials), any data or private notes or document contained or stored in any medium



concerning the Company and all copies and extracts of them made or acquired by you in the course of your employment; and

- (2) deliver to the Company a list setting of all relevant password(s) required to access any data and/or information that you have access to during your employment.

20. Notices and applicable law

Notices, approvals and consents to be given by either party to the other party under the Employment shall be given in writing. Each party shall all times comply with all laws of Singapore applicable to it.

We look forward to welcoming you as a new member of our corporate family and wish you many years of rewarding career with us.

If you accept our offer, please sign and return a copy of the acceptance portion below.

Yours sincerely

Hong Chun Mun
Chief Executive Officer

ACCEPTANCE OF OFFER

I understand and accept the terms and conditions of the Employment Agreement set out above.

Quek Sikai (Skye)

NRIC: S8722249G

Date: 18th Feb 2022